

**Winfield Farm & Forge, LLC
Board and Training Agreement**

This Agreement is made between **Winfield Farm & Forge and Kevin and Sarah Vas**, known as **Farm** and _____, known as **Owner/Leasee**.

1. **Whereas**, O/L owns/leases the below described horse and desires Winfield Farm & Forge, LLC to train and board said horse.

Name	Age- D.O.B./Color/Sex/Breed	Reg. Number (if applicable)

2. **Training Program and Board Fees – circle chosen barn and rate**

- A. **Condition training** \$_____ Monthly Cost of finished show horse in need of conditioning for the purpose of light to moderate showing in performance or in-hand divisions. Cost includes monthly cost of care.
- B. **Finish Training** \$_____ Monthly Cost of horse in need of extensive conditioning or ground schooling, starting and/or finishing under saddle or in harness, or rehabilitating of behavioral and/or performance problems both in-hand or under saddle. Cost includes monthly cost of care.
- C. **Board only** \$_____ Monthly Cost of Care of horse strictly boarded with no training expenses accrued due to, but not limited to permanent retirement or lay-up from training lasting longer than two weeks.

Additional Expenses

O/L shall be responsible for all costs directly related to this Agreement, including but not limited to, transportation, veterinary and farrier bills, show entry fees, and necessary special equipment. Such expenses will not exceed **\$100** per month without O/L's expressed prior permission. Any damage done to Farm property by O/L's horse over and above property wear and tear will be assessed and billed to O/L.

Vacant stalls may be reserved at a \$200 per month, non-refundable fee per stall.

3. **Terms of Payment**

Payment not received by the fifteenth (15th) of each month is subject to a \$15.00 penalty charge over and above the monthly bill. Outstanding balances of 30 days will be charged a fee of \$5.00 per day until payment is received. Partial months will be prorated using: monthly cost X 12 months / 365 days X days left within partial month. All fees may change at any time with a 30 day written notice to client. Farm shall obtain all necessary services and items referred to in Section 2 and as agent, may authorize direct billing to the O/L or seek reimbursement from O/L per monthly statements. In the event the Farm is not reimbursed in a timely manner, Farm is authorized to deduct said payments from any other source available to Farm such as prize monies won by animal at shows.

The following circumstances will result in immediate cancellation of client services and will evoke Farm's right to lien on horse(s). (See Section 10 Breach)

- Outstanding balances of 30 days or longer**
- Checks returned for insufficient funds**
- Abandonment of animals by owner(s)**

4. **Farm Responsibilities**

a. Farm shall reasonably maintain physical and mental health and well being of animal and fulfill the following duties in manner consistent with sound and ethical training practices;

5. Heroic Measures Agreement

Farm will act accordingly in the event of a medical emergency per the “**Heroic Measures Agreement**” form completed separately from this document.

6. Farm Use of Horse

_____ O/L DOES NOT authorize use of horse in Farm lesson program.

_____ O/L DOES authorize use in Farm lesson program, understanding that horse will be utilized for the purpose of education of Farm clients in horsemanship skills on the ground as well as under saddle. Use of horse in program will follow proper guidelines of acceptable horse husbandry. Owner’s personal use of horse will take priority over lesson program at all times. Horse will fall under Farm’s insurance coverage if used for lessons.

7. Risk of Loss

O/L assumes risk of loss or injury to said horse, barring an act of the Farm or Farm’s agent, contractors, or employees. O/L has the option during the term of this contract to maintain in force a policy or policies of mortality and loss of use insurance written by one or more responsible insurance carriers acceptable to Farm. A copy of said policy will be provided to Farm in a timely manner if O/L chooses to insure horse.

8. Insurance and Indemnity

Farm shall have procured appropriate Liability and Care, Custody and Control insurance protecting O/L against any losses due to fire, theft, death or other disability arising from any injuries or accidents to said horse caused by negligence of Farm. Upon request, proof of such can be provided to O/L. Except as covered by insurance provided, O/L agrees to indemnify Farm from all liability or claims, demands, damages and costs for or arising out of the care, breaking, training and showing of O/L’s horse, unless it be caused by and proven to be the negligence of Farm.

9. (a) Governing Law

Laws of the state of Ohio shall govern the terms of this agreement. Any legal action must be brought in Lorain County.

OR

(b) Arbitration

The parties to this agreement mutually agree that any and all disputes arising in connection with this agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in the state of Ohio.

10. Breach

Either party may nullify this agreement if the other party breaches a material term of this agreement. The wronged party may recover reasonable attorney’s fees and court costs. **Farm has the right of lien as set forth in the law of the State of Ohio for the amount due for past board and additional agreed upon services and shall have the right, without process of law, to retain horse until the indebtedness is paid in full.**

11. Entire Agreement

This constitutes the entire agreement between the parties. This agreement, unless expressed by either party, must be renewed on the yearly anniversary of execution date OR by end of the first month of the calendar year. Any modification or additions MUST be in writing and signed by all parties to this agreement. No oral modifications or additions will be considered to be part of this agreement unless reduced to writing and signed by all parties.

Executed this _____ day of _____ (month), _____ (year).

Farm:

Signature
Winfield Farm & Forge, LLC. Sarah Vas
34342 Law Road
Grafton, Ohio 44044
330-483-3646

Owner/Leasee:

Signature

Address & Telephone Number